

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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NAVISION SHIPPING COMPANY A/S,

Plaintiff,

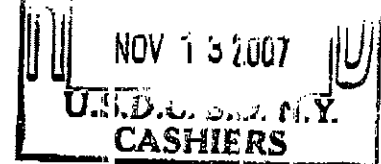
- against -

YONG HE SHIPPING (HK) LTD., PROSPER  
SHIPPING LIMITED, JIANGSU FING AGENCY LTD.,  
and JIANGSU FAREAST INTERNATIONAL  
SHIPPING AGENCY LTD.,

Defendants.  
-----X

07 Civ. 9517 (LC)

ECF CASE



**AMENDED VERIFIED COMPLAINT**

Plaintiff, NAVISION SHIPPING COMPANY A/S ("Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Amended Verified Complaint against the Defendants, YONG HE SHIPPING (HK) LTD. ("Yong He"), PROSPER SHIPPING LIMITED ("Prosper"), JIANGSU FING AGENCY LTD. ("Jiangsu Fing"), and JIANGSU FAREAST INTERNATIONAL SHIPPING AGENCY LTD. ("Jiangsu"), (collectively referred to as "Defendants"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 et seq., and this Court's federal question jurisdiction, 28 United States Code § 1331.
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.
3. Upon information and belief, Defendants were, and still are, foreign corporations, or other business entities organized and existing under foreign law.

4. At all material times, Plaintiff was the disponent Owner of the motor vessel "BRAVE JOHN" (hereinafter the "Vessel").
5. By a charter party dated July 7, 2007, Plaintiff chartered the Vessel to Yong He for the carriage of cargo. *See charter party annexed hereto as Exhibit "1."*
6. The charter party provides that hire is due in advance.
7. During the course of the charter, disputes arose between the parties regarding Yong He's failure to pay hire due and owing under the charter party. *See breakdown of outstanding hire annexed hereto as Exhibit "2."*
8. As a result of Yong He's breach of the charter party, Plaintiff has sustained damages in the principal amount of \$1,676,310.42, exclusive of interest, arbitration costs and attorneys fees.
9. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in London with English Law to apply.
10. Despite due demand, Yong He has failed and/or refused to pay the sums due and owing to Plaintiff.
11. Thus, Plaintiff is preparing to commence arbitration proceedings on its claims.
12. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s):

A.	Principal claim:	\$1,676,310.42
B.	Interest on claims: 3 years at 6%, compounded quarterly	\$127,916.78
C.	Estimated attorneys' fees and expenses:	\$100,000.00
D.	Estimated arbitration costs:	\$10,000.00

Total

\$2,254,227.20

13. Upon information and belief, Yong He uses Defendants Prosper, Jiangsu Fing and Jiangsu as "paying/receiving agents" or "pass through" entities such that it can insulate itself from creditors relating to its contracts.

14. It is not general practice in the maritime community, nor anywhere else, for independent companies to make or receive large payments on behalf of other independent companies.

15. Payments sent or received on behalf of another independent company are suggestive of a relationship that is not "arms length."

16. Upon information and belief, Defendants Prosper, Jiangsu Fing and Jiangsu make payments on Yong He's behalf where they have absolutely no contractual obligation to Yong He's creditors.

17. Upon information and belief, Defendants Prosper, Jiangsu Fing and Jiangsu made hire payments with reference to the above charter on Yong He's behalf.

18. In addition, upon information and belief Defendant Prosper has made hire payments under other charter parties on Yong He's behalf. *See Verified Complaint in Industrial Carriers Inc. v. Yong He Shipping (HK) Ltd. and Prosper Shipping Limited (Docket # 07 Civ. 9706), annexed hereto as Exhibit '3.'*

19. In the alternative, Defendants Prosper, Jiangsu Fing and Jiangsu are agents of Defendant Yong He, such that Defendants Prosper, Jiangsu Fing and Jiangsu are now, or will soon be, holding assets belonging to Yong He, or vice versa.

20. In the further alternative, Defendants are partners and/or joint venturers.

21. In the further alternative, Defendants are affiliated companies such that Defendants Prosper, Jiangsu Fing and Jiangsu and are now, or will soon be, holding assets belonging to Yong He, or vice versa.

22. The Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendants.

23. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendants held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendant(s), and to secure the Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Amended Verified Complaint;

B. That the Court retain jurisdiction to compel the Defendants to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

C. That since the Defendants cannot be found within this District pursuant to

Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendants, in the amount \$2,254,227.20 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Amended Complaint;

D. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court

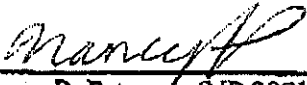
E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: November 13, 2007  
New York, NY

The Plaintiff,  
NAVISON SHIPPING COMPANY A/S

By:   
Nancy R. Peterson (NP 2871)  
Patrick F. Lennon (PL 2162)  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Ave., Suite 300

New York, NY 10170  
(212) 490-6050 - phone  
(212) 490-6070 - fax  
[nrp@lenmur.com](mailto:nrp@lenmur.com)  
[pfl@lenmur.com](mailto:pfl@lenmur.com)

**ATTORNEY'S VERIFICATION**

State of New York     )  
                                  )     ss.:   City of New York  
County of New York    )

1.     My name is Nancy R. Peterson.
2.     I am over 18 years of age, of sound mind, capable of making this  
Verification, and fully competent to testify to all matters stated herein.
3.     I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, atorneys for the  
Plaintiff.
4.     I have read the foregoing Amended Verified Complaint and know the contents  
thereof and believe the same to be true and accurate to the best of my knowledge, information  
and belief.
5.     The reason why this Verification is being made by the deponent and not  
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now  
within this District.
6.     The source of my knowledge and the grounds for my belief are the  
statements made, and the documents and information received from, the Plaintiff and agents  
and/or representatives of the Plaintiff.
7.     I am authorized to make this Verification on behalf of the Plaintiff.

Dated:       November 13, 2007  
              New York, NY

  
\_\_\_\_\_  
Nancy R. Peterson

**EXHIBIT "1"**



070712-5619

To: NAVISION CHARTERING A/S <chartering@navisiongroup.com>  
From: GFI BROKERS LONDON <drycargo@gfigroup.co.uk>  
Subject: [CB] brave john/yhs cp dated 12.7.2007  
Date: 12-07-2007 12:17:08 (printed 28-09-2007 12:12:34)  
TO.: "NAVISION CHARTERING A/S"  
FROM: GFI Group  
DATE: 12-JUL-2007 11:16  
MSG.: 989232

peter / dan

very plsd to confirm having fixed clean asf cp dated 12 july 07:

m.v. brave john ex prabhu jivash (ex apring eagle)  
self trimming bulk carrier  
malta flag built dec 1983-japan  
kurushima dockyard no:3010  
port of registry:valletta  
classed abs (abs al bc-ams-acou), ism certified  
39230 dwt on 11.20 mtrs draft  
winter: 38155mt on 10.98mtrs  
tropical: 40270mt on 11.42mtrs  
tpc loaded: 45.87 / tpi:116.5 / light : 41.79  
call sign 9 h n r 7 - inmarsat c: 421540410 brav  
e-mail: 421540410@stratosmobile.net  
phone: 763616645 / fax:763616647  
official class register no:83142421  
imo: 8307076  
loa/beam 188/28 mtrs  
depth moulded: 15.4m  
grt/nrt 22009/12589  
suez grt/nrt 22779.88/19915.85  
panama grt/nrt 23703.05/18106.73  
grain/bale 47588.89/45961.76 cu.mtrs  
holdwise grain/bale capa  
no1 : 8,359.34 / 7,971.60  
no2 : 9,846.08 / 9,578.87  
no3 :10,238.34 / 9,895.64  
no4 : 9,844.73 / 9,533.50  
no5 : 9,300.40 / 8,982.15  
ttl :47,588.89 /45,961.76

ho/ha 5/5 forward of bridge  
hatch covers folding type hydraulically operated  
hatch sizes #1 to 5 19.2 x 14.04 mtrs  
#3 floodable

ows cnfm vsls h.cvr not side opening n not side rolling  
t/top clear of hoppers dimensions

nr.1 : length 28.50 mtrs inner bulkhead corrugation  
breadth fwd 6.90 mtrs aft 18.40 mtrs  
nr.2/3/4 length 28.50 mtrs inner bulkhead corrugation  
breadth 18.40 mtrs  
nr. 5 : length 28.50 mtrs inner bulkhead corrugation  
breadth fwd 18.40 mtrs aft 9.75 mtrs

height tt to main deck 13.80 mtrs tt to hachover 14.40 mtrs  
distance waterline to top hatchcovers in light ballast:abt 11m  
distance waterline to top hatchcovers in heavy ballast:abt 10.6m

cranes 4 of 25 tons

asl strengthened for heavy cargoes #2/4 may be empty  
strength of ttp/deck/h cover  
st str.nr1-19.2 nr2-13.3 nr3-25.4 nr4-13.3 nr5-19.2 mt/mtr2

deck 3.0mt/mtr2

constants: 300 mts excl fw  
daily fresh water consumption: 8mt  
fresh water capacity: 180mt  
max const incl fw: 400mt  
tank capacity ifo: 1400mt mdo: 120mt

speed abt 12.50k on abt 24 mt ifo (180 cst) + 2.0 mt mdo at sea  
when idle abt 1.5 mt mdo /when gear working abt 2.8 mt mdo.  
speed/cons described in fair weather unexceeding beaufort scale 3.  
speed/cons described from seabuoy to seabuoy and vsi consumes mdo for  
navigating in channels and enclosed waters.

master's nationality: Greek  
officers and crew nationality: philippinos.

paclub: west of england  
h&m value: usd 10mil  
h&m insurer: london +italian market via cambiasso riiso of genova.

last s.survey date: sept 2003 at china - chengxi shipyard  
last dd: may 2006 at piraens

-australia hold ladders fitted  
-itf: bona fide  
-vsl is under present management: since 11/04/2003

owners: orestea shipping ltd, malta  
managers: p+p shipping co (hellas) s.a.  
7, platonas street - piraens 185 35  
greece  
tel: +30210-4224112/5 fax: +30210-4224119 tlix: 211732 papa jr  
e-mail: papanhos@otenet.gr

- all details about

FOR

- A/C YONG HE SHIPPING (HK) LTD
- DELY DLOSP, ZHANJIANG, CHINA ATDNSHINC
- LYCN 21/29 JULY (0001/2400 HRS LT) 2007
- FOR 1 TCT WITH INT STEELS AND GENERALS LAWFULL AND HARMLESS,  
WITH DECK OPTION, VIA SPS SAS SBS AA AWIWL
- estimated duration for cp purposes abt 60 days wog
- redely on dlosp full med as per ows btb cp atdnshinc, port in chopt
- HIRE USD 34500 DIOT FIRST 50 DAYS AND USD 35500 THEREAFTER
- 1st hire plus bod to be paid on dely  
2nd hire to be 45 days and to be paid 15 dys after dely  
3rd hire upto expected redely incl bunker adjustment  
any subsequent hire(s) to be paid in advance as/if becomes due
- vessel to deliver with bunkers remaining on board estimated to be  
abt 500-600 mts ifo and abt 50-60 mts mdo. vessel to be redel with  
abt 500 mts ifo and abt 50 mts mdo. prices bands usd 340 pmt ifo  
and abt usd 525 pmt mdo.
- ILOHC/CVE AS PER B2B CP
- CARGO/TRADING EXCL AS PER B2B CP

- owise as per ows btb cp logically amended

- 5ttl owners

END

thanks vm fixture

\*\*\*\*\*  
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Communications sent from our London offices are, unless stated otherwise, sent on  
behalf of  
GFI Holdings Limited, a limited company registered in England and Wales with  
registered  
office located at 1 Snowden Street, London EC2A 2DQ and registered number 03405222

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**EXHIBIT "2"**

Navision Shipping Company A/S  
 c/o Navision Chartering A/S  
 Strandvejen 102 E • DK-2900 Hellerup • Denmark



23 October 2007

Yong He Shipping (HK) Ltd.  
 c/o GFI Brokers Ltd  
 1 Snowden Street  
 Broadgate West  
 London, UK-E1 6DB  
 United Kingdom

### Hire Statement Recap

m.v. Brave John - C/P 12 July 2007 - F000256 C103

Date of delivery: 23-07-07 18:30 UTC  
 Date of redelivery: UTC  
 Total days on hire: 0.000000

Bunker quantities mt:	IFO	MDO	NGO
Delivery:	467.00	48.30	0.00
Redelivery:	0.00	0.00	0.00

Bunker prices USD:	IFO	MDO	NGO
Delivery:	340.00	825.00	0.00
Redelivery:	340.00	825.00	0.00

	USD
<b>T/C Hire:</b>	
23/07 18:30 hrs - 11/09 18:30 hrs UTC 50 days at USD 34,500.00	1,725,000.00
11/09 18:30 hrs - 09/11 18:30 hrs UTC 59 days at USD 35,500.00	2,094,500.00
<b>Commissions deducted 3.75%</b>	(113,231.25)
<b>Bunkers on delivery</b>	
IFO 467 mts at USD 340	158,780.00
MDO 48.3 mts at USD 825	39,862.50
<b>Communication/Entertainment/Victualling USD 1,250 per 30 days</b>	4,541.67
<b>Payments:</b>	
Payment 1 - 1st hire	(618,561.25)
Payment 2a - 10 AUG "430,000 USD"	(410,000.00)
Payment 2b - 10 AUG "30,000 USD"	(30,000.00)
Payment 3 - 16 AUG "330,000 BEING PART OF 1,045,000"	(315,781.25)

Payment 4 - 20 AUG "330,000 BEING PART OF 1,045,000"	(330,000.00)
Payment 5 - 29 AUG "400,000.00 BEING PART OF STM 2"	(400,000.00)
<hr/>	
Balance in Owners favour	,578,310.42
<hr/>	

**EXHIBIT "3"**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

INDUSTRIAL CARRIERS INC.,

Plaintiff,

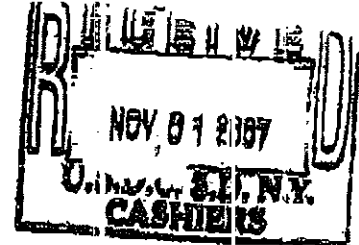
- against -

YONG HE SHIPPING (HK) LTD. and PROSPER  
SHIPPING LIMITED,

Defendants.

JUDGE CROTTY  
07 CIV 9706

- CV -  
ECF CASE



VERIFIED COMPLAINT

Plaintiffs, INDUSTRIAL CARRIERS INC. ("ICI"), by and through its attorneys, Tisdale Law Offices, LLC for its Verified Complaint against the Defendants, YONG HE SHIPPING (HK) LTD. ("YONG HE") and PROSPER SHIPPING LTD. ("PROSPER"), (collectively "Defendants") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 5(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, Plaintiff ICI was, and still is, a foreign company or other business entity organized under and existing by virtue of foreign law with a principal place of business in the Marshall Islands.
3. Upon information and belief, Defendant Yong He was a foreign corporation or other business entity organized under and existing by virtue of foreign law with a principal place of business in Hong Kong and was the Owner of the Vessel VARIOS PIROS HELLAS ("Vessel")
4. Upon information and belief, Defendant Prosper was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law with a principal place of business in Hong Kong and was the paying agent who made all charter hire payments on behalf of Yong He, pursuant to a Charter Party identified below.



Morgan Chase, Standard Chartered Bank, Wachovia Bank N.A., Societe Generale and/or Barclays Bank which are believed to be due and owing to the Defendants.

11. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendants held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendants, and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing it to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee, including, but not limited to, ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank, A.G., HSBC Bank USA Bank, J.P. Morgan Chase, Standard Chartered Bank, Wachovia Bank N.A., Barclays Bank, and/or Societe Generale, which are due and owing to the Defendants, in the amount of \$834,283.40 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

